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| A.S.T., LLC,<br><br>Plaintiff/Counterclaim Defendant,<br><br>v.<br><br>CARVIN PALLENBERG,<br><br>Defendant/Counterclaim Plaintiff<br><br>and<br><br>RITEWAY, LLC, ABC INCS 1-100, XYZ CORPS. 1-100, JOHN and JANE DOES 1-100,<br><br>Defendants. | UNITED STATES DISTRICT COURT<br>DISTRICT OF NEW JERSEY<br><br>Civil Action No. 07-795(JAP)<br><br>**CERTIFICATION OF THOMAS HINDING IN OPPOSITION TO A.S.T., LLC'S APPLICATION FOR PRELIMINARY INJUNCTIVE RELIEF** |

THOMAS HINDING, of full age, hereby certifies as follows:

1. I am a member in Riteway, LLC ("Riteway"), Defendant in the above-captioned action. I am also the owner of Hinding Tennis Courts, the entity cited in Plaintiff, A.S.T., LLC's ("AST") Verified Complaint as Hinding Sealcoating. I have personal knowledge of the facts set forth herein and submit this Certification in opposition to AST's application for preliminary injunctive relief.

2. I employed Defendant Carvin Pallenberg as a salesman with Hinding Sealcoating from April 1998 to May 2002. I have had a long professional and personal relationship with Carvin Pallenberg; in fact Carvin has been a family friend for over twenty years. Professionally, Carvin has worked for my company not only with regard to tennis court crack repair, but in all areas of surface contracting. Hinding Sealcoating initially did mainly driveway and parking lot

sealcoating, with occasional tennis court sealcoating, and Hinding Tennis Courts focuses on the repair of tennis courts.

3. Hinding Tennis Courts has been a customer of AST for several years.

4. I have used AST's ARMOR product ("ARMOR"). There have been problems with the ARMOR product, and I have received numerous complaints during the past several years, with issues such as "bubbling" that occurs in the winter months, fiberglass tearing away from the 2nd and 3rd fabric layers of the product, and the creation of "hollow" sounding areas on the court. We offer a 3 year warranty on our products; in the past several years we have gone back to over 25% of our ARMOR customers to do repair warranty work.

5. In November 2006, my brother Steven Hinding and I formed Riteway under the laws of the State of New York for the purpose of selling and servicing a range of sports surface products. However, Riteway has not yet conducted any business or had any sales to date.

6. Riteway has no offices, agents, employees, property or telephone listing in New Jersey. Riteway has not appointed an agent for service of process in New Jersey. Riteway has neither sold any products in New Jersey nor otherwise entered into any contracts or transacted any business in New Jersey.

7. Riteway has not obtained or used any confidential information of AST from any source.

8. Recently, on March 30, 2007, I wrote to Mr. Clapp with regard to the numerous failures of the ARMOR product and asked him to contact me to discuss potential solutions. (A true and correct copy of the March 30, 2007, e-mail to Daniel Clapp is attached hereto as **Exhibit A.**) I did not receive a response from Mr. Clapp.

9. Hinding Tennis Courts will no longer use ARMOR due to the numerous failures

expressed in the applications I have installed. My decision is unrelated to Carvin Pallenberg's resignation from AST but is intended to be in the best interests of Hinding Tennis Courts and its clients. In short, my company will not do business with AST any longer.

10. I am a member of the American Sports Builders Association ("ASBA"), a trade association for builders, designers and suppliers of materials for tennis courts and other sports surfaces. I am personally familiar with all of the contractors listed in Paragraph 20 of the Verified Complaint in this action. All -- or nearly all -- of these contractors are generally known in the sports surfacing industry and have attended trade shows and/or conventions at one time or another.

11. As of April 2, 2007, Mr. Pallenberg was hired as an employee of Hinding Tennis Courts to evaluate potential job sites and provide me with the pertinent information for price quoting.

I certify that the foregoing statements made by me are true and accurate. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

THOMAS HINDING

Dated: April 11, 2007

EXHIBIT A

**Vuotto, Jonathan**

**From:** Sealer@aol.com
**Sent:** Friday, March 30, 2007 7:24 AM
**To:** dan@armorcrackrepair.com
**Cc:** info@armorcrackrepair.com
**Subject:** Question

Dan- Putting the legal stuff to the side for a second. I have a few questions to ask you that I am trying to get to the bottom of with regards to some failures we are having.

1. During the past winter, we have had several complaints about "armor" coming up in "sheets". I have gone out to look at many of these jobs and for the life of me, I cannot figure out what the problem is. I have enclosed some pictures for you to review. I was wondering if you have had any of the same problems or if you know of for any reason why Laykold's Nu Surf would be causing this to happen. The "ONLY" difference we have done over the past year and a half is use the Nu Surf from time to time to apply this material.
2. Since the inception of using the product, we are constantly getting calls about "bubbles" especially this time of the year. However, the bubbling seemed to occur much earlier (before frost) last year and with the mild start to the winter it was very annoying for people who wanted to use there court during the warm winter days and especially right now.
3. As you are aware of, we have a potential serious problem at Staples HS. The park and recreation director is very concerned. This is a job if you remember we did at the end of the year and when I ordered the material from you at the end of the year (5 Boxes), I asked you if you thought if it would be a problem putting the material down, you thought we would be fine. So I did installed it and there are some major concerns.

Like I mentioned before, I do not wish to discuss any legal matters with you, however, I need to get some answers to these people as to why I am having so many failures here. I have enclosed a few pictures for you to look at, these were jobs done over the past 24 months.

If you'd like feel free to contact me on my cell or respond to this email. Once again, I do not wish to discuss anything but these issue listed above.

The first two pictures two pictures (320 and 322) are from a town in Hartford. I did not do this job, they informed me a contractor from VT. did this job last year and it has already started to come up. So as you can see, I am not the only person experiencing this problem. The second set is a job of mine that I did last year for the City of Milford.

Thank you for your time. Any suggestions or advise would be much appreciated.

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